

NOT FOR PUBLICATION WITHOUT THE  
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NO. A-5493-04T1

COMPUTER AID, INC.,

Plaintiff-Appellant,

v.

STATE OF NEW JERSEY,  
DEPARTMENT OF THE TREASURY,  
DIVISION OF PURCHASE AND PROPERTY,  
OFFICE OF THE DIRECTOR,

Defendant-Respondent.

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Argued September 13, 2006 – Decided October 2, 2006

Before Judges Cuff, Winkelstein and Fuentes.

On appeal from a final Agency Decision of  
the Department of the Treasury.

Lori Grifa argued the cause for appellant  
(Wolff & Samson, attorneys; Ms. Grifa, of  
counsel and on the brief; Kiran V. Somashekara,  
on the brief).

Richard L. Evert, Deputy Attorney General,  
argued the cause for respondent State of  
New Jersey (Anne Milgram, Acting Attorney  
General, attorney; Patrick DeAlmeida,  
Assistant Attorney General, of counsel;  
Richard L. Evert, Deputy Attorney General  
on the brief).

Patrick D. Kennedy argued the cause for  
respondent Cole Layer Trumble Co. (Hill  
Wallack, attorneys; Mr. Kennedy and  
Maeve E. Cannon, of counsel and on the

brief; Len F. Collett and Megan McGeehin  
Schwartz, on the brief).

PER CURIAM

Computer Aid, Inc. ("CAI") appeals from the decision of the Director ("Director") of the Division of Purchase and Property ("Division"), Department of the Treasury, of the State of New Jersey, awarding Cole Layer Trumble Company ("CLT") a contract to implement a Property Assessment Management System ("PAMS") intended to assist State and local government officials in administering the local property tax laws. The Division awarded the PAMS contract through a competitive bidding process.<sup>1</sup> CLT's successful bid was for \$9,988,357.

The bid submitted by CAI had been previously rejected as non-conforming, based on CAI's proposed indemnification provision, which the Division found inconsistent with, and nonconforming to, the specific requirements outlined in its Request for Proposal ("RFP"). CAI has not appealed this determination.

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<sup>1</sup> This was the Division's third attempt at obtaining responsive bids on this project. The first bid request, although publicly advertised, produced only six proposals, all of which were deemed materially unresponsive. The second bid request was issued under a waiver of public advertisement pursuant to N.J.S.A. 52:34-9(a). It was circulated among the original six bidders. Once again, the process failed to generate acceptable proposals.

In this appeal, CAI argues that the award of the contract to CLT must be vacated because CLT's bid did not comply with the RFP, therefore rendering the bid "materially deficient" and CLT ineligible for this contract. Specifically, CAI argues that CLT's bid did not (1) provide a ".Net" or "J2EE" model (a system accessible through the internet); (2) submit proper and complete pricing information with respect to the RFP's ownership requirements; (3) identify subcontractors; and (4) include current and complete corporate disclosure information. The Director considered CAI's arguments, and found them to be without merit. His decision was reduced to writing and disseminated to counsel.

After reviewing the record before us, and in light of the applicable standard of review, we reject CAI's arguments and affirm substantially for the reasons expressed by the Director in his May 23, 2005, memorandum of decision. See R. 2:11-3(e)(1)(D). We add only the following brief comments. The Director's authority to award the contract at issue is found in N.J.S.A. 52:34-12a(g). It is well-settled that an award of a contract pursuant to this authority "will not be disturbed absent a showing of bad faith, corruption, fraud or gross abuse of discretion." State v. Ernst & Young, L.L.P., 386 N.J. Super.

600, 619 (App. Div. 2006) (citing Commercial Cleaning Corp. v. Sullivan, 47 N.J. 539, 549 (1966)).

We are satisfied that the Director properly considered the relevant criteria outlined in the RFP to determine that CLT's bid best responded to the State's needs. CAI has not met its burden of showing that the Director's decision awarding the contract was made in bad faith, was the product of corruption, or fraud, or amounted to a gross abuse of discretion. In this light, we need not, and expressly do not address the question of whether CAI's failure to seek a stay of the implementation of the contract, pending the outcome of this appeal, renders this matter moot.

Affirmed.

I hereby certify that the foregoing  
is a true copy of the original on  
file in my office.

  
CLERK OF THE APPELLATE DIVISION